

94-2094835

Recording requested by:

California Department of Transportation  
District 7, *R/W EXCESS LAND*  
120 South Spring Street  
Los Angeles, CA 90012

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
31 MIN. 1 P.M. NOV 21 1994  
PAST

When Recorded, Mail To:

California Environmental Protection Agency  
Department of Toxic Substances Control  
Site Mitigation Branch, Region 3  
1011 North Grandview Avenue  
Glendale, CA 91201  
Attention: Chief, Site Mitigation Branch

COVENANT  
TO RESTRICT THE USE OF PROPERTY  
CALTRANS SITE 15, IMPERIAL AND WESTERN

FREE P

This Covenant and Agreement (Covenant) is made on the  
10th day of November 1994, by the California Department of  
Transportation (Covenantor), who is the owner of record of certain  
property situated in the County of Los Angeles, State of  
California, described in Exhibit "A" attached hereto and  
incorporated herein by this reference (the Property) and by the  
California Environmental Protection Agency, Department of Toxic  
Substances Control (the Department), with reference to the  
following facts:

A. This Property, as described in Exhibit A, also referred  
to as Site 15, contains hazardous substances. The  
Property was an uncontrolled landfill from the 1920s to  
the 1960s. A mix of construction debris including  
asphalt, brick, concrete, wood, and coal were disposed of  
at the Property. Lead contamination is present at  
elevated levels, but averages less than 280 parts per

1 million. During the 1940s, oil wells were drilled at  
2 locations south of the Property. Organic compounds,  
3 including various hydrocarbons, are present in the soil.  
4 The remedial investigation shows that the contamination  
5 is located between 5 and 25 feet below the surface in an  
6 area approximately 100 yards by 50 yards in the western  
7 portion of the Property. This property is a designated  
8 State Superfund site.

9 Potential health effects. Lead in the soil is a hazardous  
10 material. Primary exposure routes include direct contact with,  
11 ingestion, and inhalation of contaminated soil.

12 Surrounding land use. The land surrounding the Property is  
13 primarily residential. An occupied apartment complex is south of  
14 the Property. Residential homes, a nursery school and a plant  
15 nursery are east of the Property. A fenced area used for petroleum  
16 storage tanks and process equipment by an oil company is south of  
17 the Property.

18 B. Covenantor desires and intends that in order to protect  
19 the present or future public health and safety, the  
20 Property shall be used in such a manner as to avoid  
21 potential harm to persons or property which may result  
22 from hazardous substances which have been deposited on  
23 portions of the Property.

24 **ARTICLE I**  
**GENERAL PROVISIONS**

25 1.01 Provisions to Run with the Land. This Covenant sets  
26 forth protective provisions, covenants, restrictions, and  
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1 conditions (collectively referred to as "Restrictions") upon and  
2 subject to which the Property and every portion thereof shall be  
3 improved, held, used, occupied, leased, sold, hypothecated,  
4 encumbered and/or conveyed. Each and all of the Restrictions shall  
5 run with the land, and pass with each and every portion of the  
6 Property, and shall apply to and bind the respective successors in  
7 interest thereof. Each and all of the Restrictions are imposed  
8 pursuant to California Health and Safety Code Section 25355.5.  
9 Each and all of the Restrictions are enforceable by the Department  
10 under California Health and Safety Code Section 25355.5.

11 1.02 Concurrence of Owners Presumed. All purchasers,  
12 lessees, or possessors of any portion of the Property shall be  
13 deemed by their purchase, leasing, or possession of such Property,  
14 to be in accord with the foregoing and to agree for and among  
15 themselves, their heirs, successors, and assignees, and the agents,  
16 employees, and lessees of such Owners, heirs, successors, and  
17 assignees, that the Restrictions as herein established must be  
18 adhered to for the benefit of future Owners and Occupants and that  
19 their interest in the Property shall be subject to the Restrictions  
20 contained herein.

21 1.03 Incorporation into Deeds and Leases. Covenantor desires  
22 and covenants that the Restrictions set out herein shall be  
23 incorporated by reference in each and all deeds and leases of any  
24 portion of the Property.

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1.04 Future Modifications. This Covenant may be modified consistent with applicable law or as necessary to fully implement the requirements of the approved Remedial Action Plan (RAP).

## ARTICLE II

### DEFINITIONS

2.01 Property. "Property" shall mean that area as described in Exhibit A attached herein.

2.02 Department. "Department" shall mean the California Environmental Protection Agency, Department of Toxic Substances Control, and shall include its successor agencies, if any.

2.03 Improvements. "Improvements" shall mean all buildings, roads, driveways, regrading, and paved parking areas, hereafter constructed or placed upon any portion of the Property.

2.04 Occupants. "Occupants" shall mean those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to occupy any portion of the Property.

2.05 Owner. "Owner" shall mean the Covenantor or its successors in interest, including heirs, and assigns, who hold title to all or any portion of the Property.

ARTICLE III  
DEVELOPMENT, USE, CONVEYANCE OF THE PROPERTY

3.01 Restrictions on Use. Covenantor promises to restrict the use of the Property as follows:

The Property shall not be used, absent written Departmental approval, for residential, agricultural, commercial or industrial purposes, schools, child care facilities, convalescent homes and/or

1 any other facility for full time human habitation. If any person  
2 wishes to use the Property for purposes that may result in human  
3 exposure to site contaminants, the Department may require further  
4 investigation, including, but not limited to, evaluation of the  
5 risk to occupants of such facilities, feasibility of construction  
6 of such facilities, and the impact of construction of such  
7 facilities on public health and the environment.

8 3.02 Conveyance of Property. The Owner(s) shall provide  
9 notice to the Department of any sale, lease, or other conveyance of  
10 the Property or an interest in the Property to a third person  
11 within thirty (30) days of such conveyance. The Department shall  
12 not, by reason of the covenant, have authority to approve,  
13 disapprove, or otherwise affect any sale, lease or other conveyance  
14 of the Property except as otherwise provided by law.

15 3.03 Enforcement. Failure of the Owner(s) to comply with  
16 any of the requirements, as set forth in paragraph 3.01, shall be  
17 grounds for the Department, by reason of the Covenant, to require  
18 that the Owner(s) modify or remove any Improvements constructed in  
19 violation of that paragraph. Any violation of the Covenant shall  
20 be grounds for the Department to file a civil action and/or any  
21 other legal or equitable remedy, against the Owner(s) as provided  
22 by law.

23 3.04 Notice of Agreements. All Owners and Occupants shall  
24 execute a written instrument which shall accompany all purchase,  
25 lease, sublease, or rental agreements relating to the Property.  
26 The instrument shall contain the following statement:

1 "The land described herein contains hazardous substances.  
2 Such condition renders the land and the owner, lessee, or  
3 other possessor of the land subject to requirements,  
4 restrictions, provisions and liabilities contained in  
5 Chapter 6.5 and Chapter 6.8 of Division 20 of the California  
6 Health and Safety Code. This statement is not a declaration  
7 that a hazard exists."

8  
9 **ARTICLE IV**  
**VARIANCE AND TERMINATION**

10 4.01 Variance. The Covenantor, or any Owner, or with the  
11 Owner's consent, any Occupant of the Property or any portion  
12 thereof may apply to the Department for a written variance from the  
13 provisions of this Covenant. Such application shall be made in  
14 accordance with California Health and Safety Code, Section 25233.

15 4.02 Termination. The Covenantor, or any Owner, or with the  
16 Owner's consent, any Occupant of the Property or any portion  
17 thereof may apply to the Department for a termination of the  
18 Restrictions as they apply to all or any portion of the Property.  
19 Such application shall be made in accordance with California Health  
20 and Safety Code, Section 25234.

21 4.03 Term. Unless terminated in accordance with paragraph  
22 4.02 above, by law or otherwise, this Covenant shall continue in  
23 effect in perpetuity.

24 **ARTICLE V**  
**MISCELLANEOUS**

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26 5.01 No Dedication Intended. Nothing set forth herein shall  
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1 be construed to be a gift or dedication, or offer of a gift or  
2 dedication, of the Property or any portion thereof to the general  
3 public for any purposes whatsoever.

4 5.02 Notices. Whenever any person gives or serves any  
5 notice, demand, or other communication with respect to this  
6 Covenant, each such notice, demand, or other communication shall be  
7 in writing and shall be deemed effective 1) when delivered, if  
8 personally delivered to the person being served or to an officer of  
9 a corporate party being served or official of a government agency  
10 being served, or 2) three (3) business days after deposit in the  
11 mail if mailed by United States mail, postage paid certified,  
12 return receipt requested:

13 To: California Department of Transportation  
14 District 7  
15 120 South Spring Street  
Los Angeles, California 90012  
Attn: Chief, Project Development Branch A

16 Copy to: California Environmental Protection Agency  
17 Department of Toxic Substances Control  
Region 3  
18 1011 North Grandview Avenue  
Glendale, California 91201  
19 Attn: Chief, Site Mitigation Branch

20 (Any party to this Covenant, or bound thereby, may effect a change  
21 of address by notifying other parties bound by this Covenant, in  
22 writing, of the address change)

23 5.03 Partial Invalidity. If any portion of the Restrictions  
24 set forth herein or terms is determined to be invalid for any  
25 reason, the remaining portions shall remain in full force and  
26 effect as if such portion had not been included herein.  
27 /

1        5.04 Article Headings. Headings at the beginning of each  
2 numbered article of this Covenant are solely for the convenience of  
3 the parties and are not a part of the Covenant.

4        5.05 Recordation. This instrument shall be executed by the  
5 Covenantor and by the Regional Branch Chief, Department of Toxic  
6 Substances Control. This instrument shall be recorded by the  
7 Covenantor in the County of Los Angeles within ten (10) days of the  
8 date of execution.

9        5.06 References. All references to the California Health and  
10 Safety Code sections include successor provisions.

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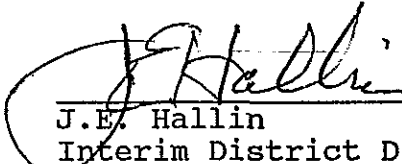
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1 IN WITNESS WHEREOF, the parties execute this Covenant as of the  
2 date set forth above.

3 OWNER/COVENANTOR  
4 CALIFORNIA DEPARTMENT OF TRANSPORTATION

5  
6   
7 J.E. Hallin  
8 Interim District Director, District 7  
9 California Department of Transportation  
10 120 South Spring Street  
11 Los Angeles, California 90012

12 DATE: 11-7-94

13  
14 DEPARTMENT OF TOXIC SUBSTANCES CONTROL

15  
16   
17 Hamid Saebfar, Chief  
18 Site Mitigation Branch  
19 Regions 3 & 4  
20 California Environmental Protection  
21 Agency  
22 Department of Toxic Substances Control  
23 1011 N. Grandview Avenue  
24 Glendale, California 91201

25  
26  
27 DATE: 11/10/94

1 STATE OF CALIFORNIA )  
2 )  
3 COUNTY OF LOS ANGELES )

4 on NOVEMBER 7, 1994 before me, the undersigned, a  
5 Notary Public in and for said state, personally appeared  
6 J. E. HALLIN, personally known to me or proved to me  
7 on the basis of satisfactory evidence to be the person who executed  
8 the within instrument as DISTRICT DIRECTOR, CALTRANS,  
9 of the corporation that executed the within instrument, and  
10 acknowledged to me that such corporation executed the same pursuant  
11 to its bylaws or a resolution of its board of directors.  
12

13 WITNESS my hand and official seal.  
14

15  
16 C. E. Winter

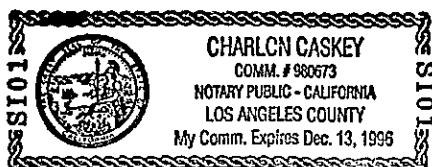
17 Notary Public in and for said  
18 County and State  
19



1 STATE OF CALIFORNIA )  
2 )  
3 COUNTY OF LOS ANGELES )

4 On Nov. 10, 1994 before me, the undersigned, a Notary  
5 Public in and for said state, personally appeared HAMID JAEFFAR,  
6 personally known to me or proved to me on the basis of satisfactory  
7 evidence to be the person who executed the within instrument as  
8 CHIEF, SITE MITIGATION BRANCH,<sup>4</sup> of the California Environmental Protection  
9 Agency, Department of Toxic Substances Control, the agency that  
10 executed the within instrument, and acknowledged to me that such  
11 agency executed the same.

12  
13 WITNESS my hand and official seal.



Charlon Caskey  
Notary Public in and for said  
County and State

Written by: A Gibson  
Checked: VJA  
sdc

07-LA-105-5.2  
Parcel: 60748-01-01  
50532-01-01  
CALTRANS SITE 15  
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SITE 15      EXHIBIT A  
LEGAL PROPERTY DESCRIPTION

Those portions of Lot 1 and Lot 6 of R. W. Poindexter's Subdivision in the County of Los Angeles, State of California, a portion of Section 12, Township 3 South, Range 14 West, SBBM as per map recorded in Book 59, page 82 of Miscellaneous Records, in the office of the County Recorder of said County, for a restricted zone area for hazardous waste, described as follows:

Beginning at a point 192.00 feet north of the southerly line of Lot 6 along the easterly line of that portion of Lot 6 described in deed to the County of Los Angeles, recorded in Book D1355, page 234; thence along said easterly line N 00° 08' 42" E, a distance of 56.52 feet; thence perpendicular to the last mentioned course, S 89° 51' 18" E, 20.00 feet; thence at right angle to the previous course N 00° 08' 42" E, 43.00 feet; thence perpendicular to the last mentioned course, N 89° 51' 18" W, to the easterly line of that portion of Lot 6 as described in deed to the County of Los Angeles, recorded in Book 12611, page 230; thence along the easterly line of said deed, N 00° 08' 42", a distance of 65.22 feet; thence N 76° 31' 05" E, 222.56 feet; thence S 88° 30' 00" E, 139.68 feet; to the Easterly line of Lot 6, thence along said Easterly line of said Lot 6, S 00° 08' 42" W, 213.29 feet to a point 192.00 feet from the Southerly line of Lot 6, thence N 89° 57' 05" W, 345.94 feet to the point of beginning.

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This real property description has been prepared by me, or  
under my direction, in conformance with the Professional Land  
Surveyors Act.

Signature

*Virgil J. Archambault*  
Licensed Land Surveyor

Date

*4-27-94*



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### GENERAL DEPICTION OF RESTRICTED PROPERTY

RECORDER'S MEMO:  
POOR RECORD IS DUE TO  
QUALITY OF ORIGINAL DOCUMENT

